

EXHIBIT A

**SHOW OF CAUSE PROOF OF CLAIM DEMAND
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(RESPONDENTS/OFFEREE:)**

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ATTN: C.E.O.
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Account No.: Acct:# 1101028447
CERTIFIED MAIL NUMBER: 7018 2290 0000 4228 0661

To: BROWN & CONNERY LLP
Attn: Jeffrey R. Johnson
Address: 360 Haddon Avenue
Westmont, New Jersey 08108
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To: Supreme Court Clerk's Office
R. J. Hughes Justice Complex
Chief Justice Stuart Jeff Rabner
P.O. Box 970
Trenton, NJ 08625-0970
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To: The United States Supreme Court
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Washington, DC 20543
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To: Office Of The Attorney General
RJ Hughes Justice Complex
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CERTIFIED MAIL NUMBER: 7018 2290 0000 4228 0685

To: Department of the Treasury
Bureau of the Fiscal Service
3201 Pennsy Drive, Building E
Landover, MD 20785
CERTIFIED MAIL NUMBER: 7018 2290 0000 4229 7348

To: UNITED STATES OF AMERICA
c/o U.S Department of Justice
950 Pennsylvania Ave N.W
Washington, DC 20530
CERTIFIED MAIL NUMBER: 7018 2290 0000 4229 7379

To: Board of Governors of the Federal Reserve System
20th Street and Constitution Ave N.W
Washington, DC 20551
CERTIFIED MAIL NUMBER: 7018 2290 0000 4229 7355

To: United States District Court for the District of New Jersey.
50 Walnut Street
Newark, NJ 07101
Docket No : 2:17-cv-00599-MCA-LDW
CERTIFIED MAIL NUMBER: 7016 2070 0000 2227 3881

(CLAIMANTS/OFFEROR:)

From: Marlon A. Pena

Address: 1170 Main St Apt 25
River Edge, New Jersey 07661

January 22, 2019

To the Holder in Due Course and/or agent and/or representative,

I Enter your name Here and associates have received your offer and accept your offer under the following terms and conditions-

That you provide the following proof of claim, your failure to provide proof of claim, and to accept payment for credit on account shall constitute a breach of this binding self-executing irrevocable contractual agreement coupled with interest and subject the breaching party to fines, penalties, fees, taxes and other assessments.

10251. PROOF OF CLAIM, the legal status of these "un/non-constitutional legislative entities" operating/functioning as sources of authority for these so-called "Revised Codes/Statutes"; and specifically the United States Code and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, is not that of a corporation/quasi corporation; which, is also created by statute. [See: 73 C.J.S., Public Administrative Law and Procedures, § 10, p. 372, citing: Parker v. Unemployment Compensation Commission, 214 S.W. 2d 529, 358 Mo. 365, which States: "The powers granted to an administrative body may be such as to establish it as a legal entity, and, although not expressly declared to be a corporation, it may be considered a public quasi corporation."; Texas & Pacific Railway v. InterState Commerce Commission, 162 U.S. 197 (1895), which States: "The InterState Commerce Commission is a body corporate, with legal capacity to be a party plaintiff or defendant in the Federal courts."; 2 Am.Jur.2d, Administrative Law, § 32, p.56, which States: "Some administrative agencies are corporate bodies with legal capacity to sue and be sued."].

I. SHOW OF CAUSE PROOF OF CLAIM DEMAND

10252. PROOF OF CLAIM, that the Legislative Reference Bureau, created by Act of April 27, 1909, P.L. 208, and, reorganized by Act of May 7, 1923, P.L. 158, as a legislative "agency" with the primary function to draft and pass upon legislative bills and resolutions for introduction in the General Assembly, and to prepare for "adoption" by the General Assembly, "Codes" by topics, of the existing general statutes for which it was handed over statutory authority in 1974 to publish an "official publication" of the United States Code, is not operating/functioning as a "un/non-constitutional legislative entity"; and, is not operating or functioning as a foreign corporate entity representing the source of authority for the existence of statute(s)/law(s) known as the United States Code, in the capacity of an "administrative law agency" administering the corporate affairs and public of that which created it by statute.

10253. PROOF OF CLAIM, these alleged statute(s)/law(s) of this "un/non-constitutional legislative entity"; i.e., the Legislative Reference Bureau, operating/functioning as a foreign corporate "administrative law agency" are not by nature akin private "by-laws" of a "corporation" for the administration of its internal Government and public; and, are binding and

of force or effect over and upon the private, non-enfranchised, and non-assumpsit's thereto; and therewith, living, breathing, flesh-and-blood man, i.e. a natural person/man; and, as such, are not ultimately governed by, through, and within the realm of commercial law as adopted and codified within The United States Code thereby; and therein, representing commercial law for operating/functioning in commerce.

10254. PROOF OF CLAIM, whereas the Constitution for the United States of America at Article I, Section 8 and 10 clearly prohibits the Congress from printing and issuing Federal Reserve Notes as it is a constitutional entity, or purportedly so, and its actions are limited thereby; and therein, a corporation or trust is not; e.g., the Federal Reserve System, created by Congressional Act in 1913, and as a "un/non-constitutional Congressional entity" without the Constitution, and therefore not bound NOR encumbered by said document/instrument, may proceed to print and issue money (currency) which would be an unconstitutional form of money for Congress; restrained as it is, by the instrument/document of its creation, these "un/non-constitutional legislative entities"; e.g., the Legislative Reference Bureau, and the alleged statute(s)/law(s) they create/generate is not a "un/non-constitutional" issue having no nexus with the Constitution; and, the binding force or effect of said statute(s)/law(s) is not established/created solely from; or by, contract between the parties; which, once silent judicial notice of said contract is taken by the Holder in due Course any affidavits in support thereof; and specifically within the above referenced alleged Loan/Debt/Security Instrument, unless said presumption of a contract is rebutted?

a. Please note that although it is the United States Treasury Department who prints the so-called Federal Reserve notes, these notes have no value and are not backed by anything-

"Federal Reserve notes are not redeemable, and receive no backing by anything this has been the case since 1933. The notes have no value for themselves," this is taken from the official website of the United States financial expert, the United States Department of the Treasury whose job it is to print the money to be utilized by the public, and note how they say that since the government declared bankruptcy in 1933 their notes have had no value.

An official website of the United States Government

An official website of the United States Government

U.S. DEPARTMENT OF THE TREASURY,

<https://www.treasury.gov/resource-center/faqs/Currency/Pages/legal-tender.aspx>

the Federal Reserve issues bookkeeping entry credit, there is no constitutional amendment permitting the Federal Reserve and/or the treasury to create worthless items and declared them to be currency. The Constitution has held that the monies created by Congress must have a value, and this is not a market value but a national currency value. Federal Reserve bookkeeping entry credit is not regulated by Congress, making this process by the Federal Reserve, the issuance of bookkeeping entry credit, unconstitutional. That is, unless and until you can provide facts and conclusions of law and not opinion to the contrary.

10255. PROOF OF CLAIM, that the original lender did not lend "bookkeeping entry credit" in the form of a loan, and failed to provide such notification and clear, unambiguous, conspicuous language/terminology that any reasonable man or woman would understand?"**intentionally created fraud in the factum" and withheld from plaintiff... "vital information concerning said debt and all of the matrix involved in making the loan".** Deutsche Bank v. Peabody, 866 N.Y.S.2d 91 (2008). EquiFirst, when making the loan, violated Regulation Z of the Federal Truth in Lending Act- 15 USC §1601 and the Fair Debt Collections Practices Act 15 USC §1692

10256. PROOF OF CLAIM- That the banking Holiday proclaimed by Pres. Roosevelt under proclamation 2039 prohibiting any during the course of such emergency to include but not be limited to deposits, credits, receipts, withdrawals within and between banking institutions has been suspended, declared over, abolished, repealed?

- 10257. PROOF OF CLAIM-** That the government loan represented by this account is not backed by the full faith and credit of the United States government?
- 10258. PROOF OF CLAIM-** That the government loan represented by this account is not secured by insurance, and that the holder in due course is the beneficiary of that insurance?
- 10259. PROOF OF CLAIM-** That the Loan associated with the debt is classified as a personal loan and not an auto (Automobile) loan? And that if it were to be classified as an auto (Automobile) loan the original lender would be responsible for capital gains taxes? That the Automobile is purchased not from a bank but a Private Automobile Owner?
- 10260. PROOF OF CLAIM-** That the property securing the loan (an unsecured loan), has been fully paid as a result of the treasury program and/or other government program respecting or associated with such loans ?
- 10261. PROOF OF CLAIM-** That issuing the loan in the form of "BOOKKEEPING ENTRY CREDIT" was deceptive, intentional, and a deliberate attempt to conceal pertinent information regarding the origination of the loan and the matrix associated thereto?
- 10262. PROOF OF CLAIM-** That tax credits and/or a charge off whereby the government has issued credits respecting the associated loan/debt has not been applied to the borrower's side of the ledger indicating the adjustment in balance?
- 10263. PROOF OF CLAIM-** That the Administrative Procedures Act, do not recognize arbitration as an alternative dispute resolution remedy?
- 10264. PROOF OF CLAIM-** That the borrower is entitled to a full and complete accounting, as you and/or your associated organizations are the keepers of record, the custodians of record, and or to supply a full and complete accounting of the record upon demand? Please note that demand is hereby made for a complete comprehensive accounting of this account, and the same deadline for furnishing a response to this presentment is the exact same deadline for furnishing the accounting as/is demanded!
- 10265. PROOF OF CLAIM-** That your organization nor the original lender ever intended on limiting lawful money as required in law, regulated by Congress and prescribed by the Constitution of the United States of America?
- 10266. PROOF OF CLAIM-** That there is no lawful statute and/or Constitution delegation of authority authorizing your institution in creating "BOOKKEEPING ENTRY CREDIT", as a form of acceptable currency within the United States?
- 10267. PROOF OF CLAIM-** That all property in the United States is owned by the state by virtue of government?
- 10268. PROOF OF CLAIM-** That the following statement and/or record of Congress remains extant?

"Mr. Speaker, we are here now in chapter 11. Members of Congress are official trustees presiding over the greatest

reorganization of any Bankrupt entity in world history, the U.S. Government. We are setting forth hopefully, a blueprint for our future. There are some who say it is a coroner's report that will lead to our demise." [Rep. James Traficant, Jr. (Ohio) addressing the House, Congressional Record, March 17, 1993, Vol. 33, page H-1303]

10269. PROOF OF CLAIM- That as a banking Institution the Borrower may utilize Bookkeeping Entry Credit as a form of acceptable currency as it was the initiating currency of issuance-

Now, Therefore I, Franklin D. Roosevelt, President of the United States of America, in view of such national emergency and by virtue of the authority vested in me by said Act ...do hereby proclaim, order, direct and declare that ... there shall be maintained and observed by all banking institutions and all branches thereof located in the United States of America, including the territories and insular possessions, **a bank holiday, and that during said period all banking transactions shall be suspended. During such holiday** ... no such banking institution or branch shall ... permit the withdrawal or transfer in any manner or by any device whatsoever, of any ... currency ... nor shall any such banking institution or branch pay out deposits, make loans or discounts ... transfer credits ... or transact any other banking business whatsoever.

During such holiday, the Secretary of the Treasury, with the approval of the President and under such regulations as he may prescribe, is authorized and **empowered** (a) to permit any or all of such banking institutions to perform any or all of the usual banking functions, (b) to direct, require or permit the issuance of clearing house certificates or other evidences of claims against assets of banking institutions, and (c) to authorize and direct the creation in such banking institutions of special trust accounts for the receipt of new deposits which shall be subject to withdrawal on demand without any restriction or limitation and shall be kept separately in cash or on deposit in Federal Reserve Banks or **invested in obligations of the United States**.

As used in this order the term "banking institutions" shall include all Federal Reserve Banks, national banking associations, banks, trust companies, savings banks, building and loan associations, credit unions, or other corporations, partnerships, associations or **persons, engaged in the business of receiving deposits, making loans, discounting business paper, or transacting any other form of banking business**

- Proclamation 2039—**Declaring Bank Holiday** March 9, 1933; Public Papers and Addresses of Franklin D. Roosevelt declared Law By the General Assembly US Congress March 9, 1933 and the Act associated by the same name.

10270. PROOF OF CLAIM- That the loan and the Associated Debt is an Obligations of the UNITED STATES as defined in statute-

September 14, 1976." The Senate Special Committee had found that President Roosevelt's 1933 proclamation of a national emergency were still extant. See: SENATE SPECIAL COMMITTEE ON NATIONAL EMERGENCIES AND DELEGATED EMERGENCY POWERS, FINAL REPORT: NATIONAL EMERGENCIES AND DELEGATED EMERGENCY POWERS, S. Rept. No. 94-922, 94th Cong., 2d Sess. (1976). P.L. 94-412 (Sept. 14, 1976); 90 Stat. 1255; 50 U.S.C. 1601 et seq.

10271. PROOF OF CLAIM- That **"The ownership of all property is NOT in the state; AND THAT individual so-called 'ownership' is only by virtue of the government, i.e., law, amounting to mere user; and THAT use must be in accordance with law and subordinate to the necessities of the state."** Senate Document No. 43, 73rd Congress, 1st Session;

10272. PROOF OF CLAIM- That **"Under the new law** the money is issued to the banks in return for government obligations... **The money will be worth 100 cents on the dollar, because it is backed by the credit of the nation. THAT IT represents a mortgage on all the homes, and ... all the people of the nation."** Congressional Record, March 9, 1933 on HR 1491 p. 83.

10273. PROOF OF CLAIM- That it has been **"Resolved by the Senate and the House of Representatives of the United States of America in Congress assembled: That (a) every provision contained in or made with respect to any obligation which purports to give the obligee the right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public**

policy, and no such provision shall be contained in or made with respect to an obligation hereafter incurred. Every obligation heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any such coin or currency, which at the time of payment is legal tender for public or private debts . . ." The GOLD Abrogation Act of June 5th, 1933

10274. PROOF OF CLAIM- That "Since March 9, 1933, the United States has been in a state of declared national emergency." "These proclamations give force to 470 provisions of federal law. These hundreds of statutes delegate to the President extraordinary powers exercised by Congress, which affect the lives of American citizens in a host of all-encompassing manners. This vast range of powers taken together, confer enough authority to rule this country without reference to normal constitutional process." **Senate Report 93-549**, July 24, 1973

10275. PROOF OF CLAIM- That the following is the current and is the current understanding:

[Mr. McPhadin] "... The first section of the bill, as I grasped it, is practically the war powers that were given back in 1917. I would like to ask the chairman of the committee if this is

a plan to change the holding of the security back of the Federal Reserve notes to the Treasury of the United States rather than the Federal Reserve agent."

[Mr. Stiggle] "This provision is for the issuance of Federal Reserve bank notes; and not for Federal Reserve notes; and the security back of it is the obligations, notes, drafts, bills of exchange, bank acceptances, outlined in the section to which the gentleman has referred."

[McPhadin] "Then the new circulation is to be Federal Reserve bank notes and not Federal Reserve notes. Is that true?"

[Stiggle] "Insofar as the provisions of this section are concerned, yes."

"[Mr. Britain] From my observations of the bill as it was read to the House, it would appear that the amount of bank notes that might be issued by the Federal Reserve System is not limited. That will depend entirely upon the amount of collateral that is presented from time to time from exchange for bank notes. Is that not correct?"

[McPhadin] "Yes, I think that is correct."???

the Congressional Record during the debate over the Emergency Banking Act of 1933.

10276. PROOF OF CLAIM- That the amendment of § 5(b) provided that the Act can only be invoked "(d)uring the time of war." The elimination of the exclusion made clear that any and all emergency powers that might have previously been available pursuant to a national emergency declared under § 5(b) Congress did not formally terminate the one declared by President Roosevelt (apparently believing that only the President could do so). And so, 50 U.S.C. App. 5(b); 12 U.S.C. 95a. In amending TWEA, Congress did provide for the continuation of the emergency and of any economic sanctions that were the result of a Presidential declaration of national emergency that were in effect on July 1, 1977, subject to automatic termination unless they were renewed annually. This provision allowed the continuation of the National Bankruptcy and the National Banking Holiday, as well as the sanctions on regimes like Cuba, North Korea, China, and North Vietnam to continue without the President having to declare a new national emergency under IEEPA. See 50 U.S.C.A. App. 5, note.

10277. PROOF OF CLAIM- That as first adopted in 1976, the National Emergencies Act excluded from its purview Section 5(b) of the Trading with the Enemy Act. As noted above, the law under which President Roosevelt issued the declaration of national emergency with respect to the National bankruptcy was never cancelled. With the Cold War sections under that act had also been used by the executive branch as the legal basis for imposing economic sanctions on the communist nations of North Korea, Cuba, China, and North Vietnam; and the National Emergencies Act had been terminated, there would have been no other legal basis for continuing the sanctions against those countries, except to enact a set of new specific laws, Congress chose not to consider. As a consequence, the State Department asked that

Section 5(b) be excluded from the National Emergencies Act **until other legislation providing a basis for the continuation of economic sanctions against those countries could be enacted**. Is this not the case?

10278. PROOF OF CLAIM- That "*Whenever in the judgment of the Secretary of the Treasury such action is necessary to protect the currency system of the United State, the Secretary of the Treasury, in his discretion, may regulate any or all individuals...Whoever shall not comply with the provisions of this act shall be fined not more than \$10,000 or if a natural person, may in addition to such fine may be imprisoned for a year, not exceeding ten years.*" [Stat 48, Section 1, Title 1, Subsection N, March 9, 1933]; that it is under discretion and the direct supervision of the United States treasury that the banking institutions are utilizing "bookkeeping entry credit", and because the law defines a "banking institution" as one who engages in the business of banking i.e. banking business, during this current national banking emergency defined in law as bankruptcy, such "bookkeeping entry credit utilization" is construed as currency of the United States, and may be utilized for the payment and/or repayment of a loan instituted and or issued in the same species, is this not so?

10279. PROOF OF CLAIM, that you notify the undersigned and/or the undersigned's representative of your attempt to deceive them, and that they knowingly and intentionally agreed to such deception, for instance, if this matter involve the lending of credit, auto loan, and/or a mortgage loan, proof that you provided the borrower with evidence as to the origination of the loan, and the species of currency utilized in the origination of the loan?

10280. PROOF OF CLAIM, that you have provided and/or will provide to the undersigned a copy of the original contract in its current state, without alterations and or amendments, for we know that any alteration and/or amendment on a contract has to be done in the presence of the other party with the approval of the other party, and that if you have provided a copy prior to the issuance of this document please provide proof and the date upon which such was done, and if you have not provided a copy please provide a copy with your response, and failure to do so would be constituted as a refusal on your part and a breach of this agreement invoking the tacit acquiescence and your forfeiture and waiver of all rights and full consent to every provision of the agreement and the penalties and assessment and fees associated therewith.

10281. PROOF OF CLAIM, that you provide a list of all of your subsidiaries, EIN numbers and the like, plus a copy of your COMPREHENSIVE ANNUAL FINANCIAL REPORT for the past 10 years inclusive of notes, ledgers, references, with term definitions within the next 14 calendar days, as the custodian of record for this account, you are to highlight the Association of this account within those records, failure to do so will invoke the default principles of this agreement and your full and complete consent with all of the terms and conditions as well as penalties associated thereto, hereto, therewith.

10282. PROOF OF CLAIM, that you will not attempt to circumvent the process after default, or after your consent and approval and agreement to this presentment, and that you agree that any attempt to circumvent the process shall invoke and cause to be placed in full affect the treble damage provision of this agreement plus, penalties, fines, assessment, fees.

10283. PROOF OF CLAIM, that you agree that if you should in any way attempt to evade, and or provide a general response, and or refuse to respond, and or refuse to provide the evidence and information and/or documents and/or records demanded, that you are guilty of fraud, deception, racketeering, and you will not object to your full prosecution as an organization with the co-conspirators mainly your Board of Directors if you are a corporation, with a minimum jail time of five years day for day and a maximum not to exceed that of 65% of a proscribed law. And that such failure and/or refusal on your part shall constitute your binding and willful consent to the relinquishing of the total value of the claim of this agreement, payable on demand with your waiver to a defense, and or a trial, and or hearing, and or notice, and or presentment, and or right to review and or right to appeal and or right to object!

II. CAVEAT

10284. Please understand that while the Undersigned wants, wishes and desires to resolve this matter as promptly as possible, the Undersigned can only do so upon Respondent(s) 'official response' to this Conditional Acceptance for

Value and counter offer/claim for Proof of Claim by Respondent(s) providing the Undersigned with the requested and necessary Proof of Claims raised herein above.

10285. Therefore, as the Undersigned is not a signatory; NOR a party, to your "social compact" (contract) known as the Constitution (Charter) of the UNITED STATES; NOR noticed NOR cognizant, of any agreement/contract between the UNITED STATES, and the Undersigned and specifically any obtained through FULL DISCLOSURE and containing any FAIR/VALUABLE CONSIDERATION therein, which would act/operate to create and establish a "relationship" (nexus) and thereby; and therein, bind the Undersigned to the specific "source of authority" for the creation and existence of the alleged statute(s)/law(s) as contained and allegedly promulgated within the "Code" known as the United States Code; which, with the privity of contract or contract itself would thereby; and therein, create and establish legal force and or effect of said statute(s)/law(s) over and upon the Undersigned; and, would also act/operate to subject the Undersigned to the "statutory jurisdiction" of the UNITED STATES, its laws, venue, jurisdiction, and the like of its commercial courts/administrative tribunals/units and thereby; and therein, bind the Undersigned to said courts/administrative tribunal's/unit's decisions, orders, judgments, and the like; and specifically as within the above referenced alleged Commercial/Civil/Cause; and, which would act/operate to establish and confer upon said court/administrative tribunal/unit the necessary requirement/essential of "subject-matter jurisdiction" without which it is powerless to move in any action other than to dismiss. And as a result thereof the parties agree that any statute and/or code introduced by the United States Congress and or state legislature under its non-governmental capacity i.e. it's "corporate business commercial transacting capacity", are not binding on any of the parties, and cannot be introduced and or used as any justification for any proceeding, and/or procedure, and or remedy respecting this matter. That the arbitration process is binding on all parties and is the sole and exclusive remedy for redressing any issue associated with this agreement. That this agreement supersedes and predates as well as replaces any and all prior agreements between the parties, and is binding on all parties and irrevocable, and the parties agreed to the terms and conditions of this agreement upon default of the defaulting party as of the date of the default, that the value of this agreement is **\$116,313 (ONE HUNDRED SIXTEEN THOUSAND THREE HUNDRED THIRTEEN DOLLARS)**, the amount demanded is **(\$116,313)**. The Undersigned once more respectfully requests the Respondent(s) provide said necessary Proof of Claims so as to resolve the Undersigned's confusion and concerns within this/these matter(s). Otherwise, the Undersigned must ask, "What is the Undersigned's remedy?"

10286. THEREFORE, as Respondent(s) have superior knowledge of the law, and as custodian of record has access to the requested and necessary Proof of Claims, and otherwise being in a 'catbird's seat' to provide the requested and necessary Proof of Claims raised herein above, Respondent(s) is able, capable, and most qualified to inform the Undersigned on those matters relating to and bearing upon the above referenced alleged **CIVIL/COMMERCIAL/Cause** and thereby; that there is a duty on the part of the parties to communicate and/or respond to the aforementioned proof of claim and/or demand associated with this self-executing binding irrevocable contractual agreement coupled with interests and therein, has an obligation to clear-up all confusion and concerns in said matter(s) for the Undersigned as to the nature and cause of said process(s), proceeding(s), and the like as well as the lawfulness and validity of such to include; inter alii, all decisions, orders, and the like within; and arising from, all such within said Commercial/Civil/Cause.

10287. The Undersigned herein; and hereby, provides the Respondent(s) ten (10) Calendar days; to commence the day after receipt of this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, in which to gather and provide the Undersigned with the requested and necessary Proof of Claims raised herein above, with the instruction, to transmit said Proof of Claims to the Undersigned and the below named Notary/Third Party and or their representative as stipulated and attached hereto if applicable, for the sole purpose of certifying RESPONSE or want thereof from Respondent(s). Further, the Undersigned herein; and hereby, extends to the Respondent(s) the offer for an additional ten (10) Calendar days in which to provide the requested and necessary Proof of Claims raised herein above. If Respondent(s) desires the additional ten (10) Calendar days, Respondent must cause to be transmitted to the Undersigned and the below named Notary/Third Party etc. at; a signed written REQUEST. Upon receipt thereof, the extension is automatic; however, the Undersigned strongly recommends the Respondent(s) make request for the additional ten (10) Calendar days well before the initial ten (10) Calendar days have elapse to allow for mailing time. NOTICE: Should Respondent(s) make request for the additional ten (10) Calendar days, said request will be deemed "good faith" on the part of Respondent(s) to perform to this offer and provide the requested and necessary Proof of Claims. Should Respondent(s) upon making request for the additional ten (10) Calendar days, of which there will be, cannot be, and shall not be any extension as the aforementioned requested information is required to be readily available for inspection and review upon demand, then fail or otherwise refuse to provide the requested and necessary Proof of Claims, and/or fails to provide the specific information in full detail as specified according to the terms of this

agreement, and or shall cause to have presented a nonresponse, and or a general response, and or a nonspecific response, which shall only constitute as an attempt to evade, to avoid, to delay, said act(s) on the part of Respondent(s) shall be deemed and evidenced as an attempted constructive fraud, deception, bad faith, and the like upon Respondent's (s') part and further attempts to cause an inflict injury upon the Undersigned. Further, the Undersigned herein strongly recommends to Respondent(s) that any Proof of Claims and request for the additional ten (10) Calendar days be transmitted "Certified" Mail, Return Receipt Requested, and the contents therein under Proof of Mailing for the good of all concerned.

10288. Should the Respondent(s) fail or otherwise refuse to provide the requested and necessary Proof of Claims raised herein above within the expressed period of time established and set herein above, Respondent(s) will have failed to State any claim upon which relief can be granted. Further, Respondent(s) will have agreed and consented through "tacit acquiescence" to ALL the facts in relation to the above referenced alleged Commercial/Civil/Cause, as raised herein above as Proof of Claims herein; and ALL facts necessarily and of consequence arising there from, are true as they operate in favor of the Undersigned, and that said facts shall stand as prima facie and ultimate (un-refutable) between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, the corporate Government juridical construct(s) Respondent(s) represents/serves, and ALL officers, agents, employees, assigns, and the like in service to Respondent(s), as being undisputed. Further, failure and/or refusal by Respondent(s) to provide the requested and necessary Proof of Claims raised herein above shall act/operate as ratification by Respondent(s) that ALL facts as set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, are true, correct, complete, and NOT misleading.

III. ARBITRATION- AN ADMINISTRATIVE REMEDY COGNIZABLE AT COMMON-LAW

10289. ADDITIONALLY it is exigent and of consequence for the Undersigned to inform Respondent(s), in accordance with and pursuant to the principles and doctrines of "clean hands" and "good faith," that by Respondent(s) failure and or refusal to respond and provide the requested and necessary Proof of Claims raised herein above and thereby; and it shall be held and noted and agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and or therein, expressing the defaulting party's consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment, condition, and/or claim raised; as they operate in favor of the Undersigned, through "tacit acquiescence," Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, but Respondent(s); having agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims raised herein above, will create and establish for Respondent(s) an estoppel in this matter(s), and ALL matters relating hereto; and arising necessarily therefrom; and,

10290. In accordance with and pursuant to this agreement; a contractually (consensual) binding agreement between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim to include the corporate Government Agency/Department construct(s) whom Respondent(s) represents/serves; as well as, ALL officers, agents, employees, assigns, and the like in service to Respondent(s) will not argue, controvert, oppose, or otherwise protest ANY of the facts already agreed upon by the parties set and established herein; and necessarily and of consequence arising therefrom, in ANY future remedial proceeding(s)/action(s), including binding arbitration and confirmation of the award in the District Court of the United States at any competent court under original jurisdiction, in accordance with the general principles of non-statutory Arbitration, wherein this Conditional Acceptance for the Value/Agreement/Contract No. 2019-4421568259170-M02852261- A5178R582© * constitutes an agreement of all interested parties in the event of a default and acceptance through silence/failure to respond when a request for summary disposition of any claims or particular issue may be requested and decided by the arbitrator, whereas a designated arbitrator shall be chosen at random, who is duly authorized, and in the event of any physical or mental incapacity to act as arbitrator, the Undersigned shall retain the authority to select any neutral(s)/arbitrator(s) that qualify pursuant to the common law right to arbitration, as the arbitration process is a private remedy decided upon between the parties, and with respects this agreement, the defaulting party waives any and all rights, services, notices, and consents to the undersigned and or the undersigned's representative selection of the arbitrator thereby constituting agreement, and any controversy or claim arising out of or relating in any way to this Agreement or with regard to its formation, interpretation or breach, and any

issues of substantive or procedural arbitrability shall be settled by arbitration, and the arbitrator may hear and decide the controversy upon evidence produced although a party who was duly notified of the arbitration proceeding did not appear; that the Undersigned deems necessary to enforce the "good faith" of ALL parties hereto within without respect to venue, jurisdiction, law, and forum the Undersigned deems appropriate.

10291. Further, Respondent(s) agrees the Undersigned can secure damages via financial lien on assets, properties held by them or on their behalf for ALL injuries sustained and inflicted upon the Undersigned for the moral wrongs committed against the Undersigned as set, established, agreed and consented to herein by the parties hereto, to include but not limited to: constitutional impermissible misapplication of statute(s)/law(s) in the above referenced alleged Commercial/Civil/Cause; fraud, conspiracy (two or more involved); trespass of title, property, and the like; and, ALL other known and unknown trespasses and moral wrongs committed through ultra vires act(s) of ALL involved herein; whether by commission or omission. Final amount of damages to be calculated prior to submission of Tort Claim and/or the filing of lien and the perfection of a security interest via a Uniform Commercial Code financing 1 Statement; estimated in excess of TEN (10) Million dollars (USD- or other lawful money or currency generally accepted with or by the financial markets in America), and notice to Respondent(s) by invoice. Per Respondent(s) failure and or refusal to provide the requested and necessary Proof of Claims and thereby; and therein consenting and agreeing to ALL the facts set, established, and agreed upon between the parties hereto, shall constitute a self-executing binding irrevocable durable general power of attorney coupled with interests; this Conditional Acceptance for Value and counter offer/claim for Proof of Claim becomes the security agreement under commercial law whereby only the non-defaulting party becomes the secured party, the holder in due course, the creditor in and at commerce. It is deemed and shall always and forever be held that the undersigned and any and all property, interest, assets, estates, trusts commercial or otherwise shall be deemed consumer and household goods not-for-profit and or gain, private property, and exempt, not for commercial use, nontaxable as defined by the Uniform Commercial Code article 9 section 102 and article 9 section 109 and shall not in any point and/or manner, past, present and/or future be construed otherwise- see the Uniform Commercial Code article 3, 8, and 9.

10292. Should Respondent(s) allow the ten (10) Calendar days or twenty (20) Calendar days total if request was made by signed written application for the additional ten (10) Calendar days to elapse without providing the requested and necessary Proof of Claims, Respondent(s) will go into fault and the Undersigned will cause to be transmitted a Notice of Fault and Opportunity to Cure and Contest Acceptance to the Respondent(s); wherein, Respondent(s) will be given an additional three (3) days (72 hours) to cure Respondent(s)' fault. Should Respondent(s) fail or otherwise refuse to cure Respondent(s)' fault, Respondent will be found in default and thereby; and therein, Respondent will have established Respondent(s)' consent and agreement to the facts contained within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim as said facts operate in favor of the Undersigned; e.g., that the judgment of alleged "court of record" within the above referenced alleged **Commercial/Civil/Cause** is VOID AB INITIO for want of subject-matter jurisdiction of said venue; insufficient document (Information) and affidavits in support thereof for want of establishing a claim of debt; want of Relationship with the "source of authority" for said statute(s)/law(s) for want of privity of contract, or contract itself; improperly identified parties to said judgment, as well as said dispute/matter; and, Respondent(s) agrees and consents that Respondent(s) does have a duty and obligation to Undersigned; as well as the corporate Government Department/agency construct(s) Respondent(s) represents/serves, to correct the record in the above referenced alleged **Commercial/Civil/Cause** and thereby; and therein, release the indenture (however termed/styled) upon the Undersigned and cause the Undersigned to be restored to liberty, and releasing the Undersigned's property rights, as well as ALL property held under a storage contract in the "name" of the all-capital-letter "named" defendant within the above referenced alleged **Commercial/Civil/Cause** within the alleged commercially "bonded" warehousing agency d.b.a., for the commercial corporate Government construct d.b.a. the United States. That this presentment is to be construed contextually and not otherwise, and that if any portion and/or provision contained within this presentment, this self-executing binding irrevocable contractual agreement coupled with interests, is deemed non-binding it shall in no way affect any other portion of this presentment. That the arbitrator is permitted and allowed to adjust the arbitration award to no less than two times the original value of the properties associated with this agreement, plus the addition of fines, penalties, and other assessments that are deemed reasonable to the arbitrator upon presentment of such claim, supported by prima facie evidence of the claim.

10293. The defaulting party will be estopped from maintaining or enforcing the original offer/presentment; i.e., the above referenced alleged **Commercial/Civil/Cause** as well as ALL commercial paper (negotiable instruments) therein, within any court or administrative tribunal/unit within any venue, jurisdiction, and forum the Undersigned may deem appropriate to proceed within in the event of ANY and ALL breach(s) of this agreement by Respondent(s) to compel specific performance and or damages arising from injuries there from. The defaulting party will be foreclosed by laches and or

estoppel from maintaining or enforcing the original offer/presentation in any mode or manner whatsoever, at any time, within any proceeding/action. Furthermore, the respondents are foreclosed against the enforcement, retaliation, assault, infringement, imprisonment, trespass upon the rights, properties, estate, person whether legal, natural or otherwise of the presenter/petitioner and/or his interest and/or his estate retroactively, at present, post-actively, forever under any circumstances, guise, and or presumption!

III. NOTICE OF COMMON-LAW ARBITRATION:

10294. Please be advised that in-as-much as the Undersigned has "secured" the "interest" in the "name" of the all-capital-letter "named" defendant as employed/used upon the face; and within, ALL documents/instruments/records within the above referenced alleged Commercial/Civil/Cause, to include any and all derivatives and variations in the spelling of said "name" except the "true name" of the Undersigned as appearing within the Undersigned's signature block herein below, through a Common-Law Copyright, filed for record within the Office of the Secretary of State, River Edge State of New Jersey and or Las Vegas State of Nevada, and, having "perfected said interest" in same through incorporation within a Financing (and all amendments and transcending filings thereto), by reference therein, the Undersigned hereby; and herein, waives the Undersigned's rights as set, established, and the like therein, and as "perfected" within said Financing Statement acting/operating to "register" said Copyright, to allow for the Respondent(s) to enter the record of the alleged "court of record" within the above referenced alleged **Commercial/Civil/Cause** for the SOLE purpose to correct said record and comply with Respondent's(s') agreed upon duty/obligation to write the "order" and cause same to be transmitted to restore and release the Undersigned, the Undersigned's corpus, and ALL property currently under a "storage contract" under the Undersigned's Common-Law Copyrighted trade-name; i.e., the all-capital-letter "named" defendant within the above referenced alleged Commercial/Civil/Cause, within the alleged commercially "bonded" warehousing agency d.b.a. the commercial corporate Government juridical construct d.b.a. the United States. Please take special note, that the copyright is with reference to the name and its direct association and/or correlation to the presenter.

10295. NOTICE: That the arbitrators "must not necessarily judge according to the strict law but as a general rule ought chiefly to consider the principles of practical business"*Norske Atlas Insurance Co v London General Insurance Co* (1927) 28 Lloyds List Rep 104

- "internationally accepted principles of law governing contractual relations"*DeutscheSchachtbauv R'As al-Khaimah National Oil Co*[1990] 1 AC 295]
- If the contract (valid or otherwise) contains an arbitration clause, then the proper forum to determine whether the contract is void or not, is the arbitration tribunal.[For example, see *HeymanvDarwins Ltd.*[1942] AC 356]
- That any determination by the arbitrator is binding upon all parties, and that all parties agree to abide by the decision of the arbitrator, that the arbitrator is to render a decision based upon the facts and conclusions as presented within the terms and conditions of the contract. Any default by any party must be supported by proof and evidence of said default, that default shall serve as tacit acquiescence on behalf of the party who defaulted as having agreed to the terms and conditions associated with the self-executing binding irrevocable contract coupled with interests. That the arbitrator is prohibited from considering and/or relying on statutory law, as it has been held that any time any party relies on or enforces a statute, they possess no judicial power
- "A judge ceases to set as a judicial officer because the governing principals of administrative law provides that courts are prohibited from substituting their evidence, testimony, record, arguments and rationale for that of the agency. Additionally, courts are prohibited from their substituting their judgments for that of the agency."***AI SI v US***, 568 F2d 284.
- "...judges who become involved in enforcement of mere statutes (civil or criminal in nature and otherwise), act as mere "clerks" of the involved agency..." K.C. Davis, ADMIN. LAW,

Ch. 1 (CTP. West's 1965 Ed.)

- "...their supposed 'court' becoming thus a court of limited jurisdiction' as a mere extension of the involved agency for mere superior reviewing purposes." K.C. Davis, ADMIN. LAW, P. 95, (CTP, 6 Ed. West's 1977) **FRC v G.E.** 281 US 464; **Keller v PE**, 261 US 428.
- "When acting to enforce a statute, the judge of the municipal court is acting an administrative officer and not as a judicial capacity; courts in administering or enforcing statutes do not act judicially. but, merely administratively." **Thompson v Smith**. 155 Va. 376. 154 SE 583, 71 ALR 604.
- "It is basic in our law that an administrative agency may act only within the area of jurisdiction marked out for it by law. If an individual does not come within the coverage of the particular agency's enabling legislation the agency is without power to take any action which affects him." **Endicott v Perkins**, 317 US 501
- "It is not every act, legislative in form, that is law. Law is something more than mere will exerted as an act of power...Arbitrary power, enforcing its edicts to the injury of the person and property of its subjects is not law." **Hurtado v. California** (1884) 110 US 515 (1884).
- Some of the aforementioned cases are not published, however, these are still fundamental principles of law, and one of the fundamental principles of arbitration is that the arbitrator sits as judge over the facts, and as such to preserve the sanctity of the process an arbitrator receives the same immunity as a judge and is exempt from prosecution and or review, unless it can be proved that the arbitrator intentionally ignored the evidence and acted in conspiracy to defraud the parties.

10296. As the Undersigned has no desire NOR wish to tie the hands of Respondent(s) in performing Respondent's(s') agreed upon duty/obligation as set, established, and agreed upon within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim and thereby create/cause a "breach" of said contractually binding agreement on the part of the Respondent(s), Respondent(s) is hereby; and herein, NOTICED that if this waiver of said Copyright is not liberal, NOR extensive enough, to allow for the Respondent(s) to specifically perform all duties/obligations as set, established, and agreed upon within the Conditional Acceptance for Value and counter offer/claim for Proof of Claim: Respondent(s) may; in "good faith" and NOT in fraud of the Undersigned, take all needed and required liberties with said Copyright and this waiver in order to fulfill and accomplish Respondent's(s') duties/obligations set, established, and agreed upon between the parties to this agreement.

10297. If Respondent(s) has any questions and or concerns regarding said Copyright and or the waiver, Respondent(s) is invited to address such questions and or concerns to the Undersigned in writing, and causing said communiqués to be transmitted to the Undersigned and below named Notary/Third Party. The respondents have acted as if the contract quasi-or otherwise does not place a binding obligation upon their persons, upon their organizations, upon their institutions, upon their job qualifications, and breaching that obligation breaches the contract, for which they cannot address due to the direct conflict of interest. It is as a result of that conflict of interest that binding arbitration shall be instituted

10298. Your failure to respond, and this would include each of the respondents by their representative, and if represented by the Atty. Gen., such representation must be responsive for each State and/or State organization/department/agency, separately and severally to each of the points of averment, failure to respond to a single point of averment will constitute acquiescence, forfeiture, and a waiver of all rights with respects all of the points raised in this presentment.

V. NOTICE TO AGENT IS NOTICE TO PRINCIPAL AND VICE VERSA

10299. NOTICE: In this Conditional Acceptance for Value and counter offer/claim for Proof of Claim(a) the words "include," "includes," and "including," are not limiting; (b) the word "all" includes "any" and the word "any" includes "all"; (c) the word "or" is not exclusive except when used in conjunction with the word "and"; as in, "and/or"; and (d) words and terms (i) in the singular number include the plural, and in the plural, the singular; (ii) in the masculine gender include both feminine and neuter.

10300. This presentment shall constitute a CLAIM against the assets of your institution and is valid upon your failure to comply with the requirement of this agreement and to VALIDATE NOT VERIFY THE COMPREHENSIVE ACCOUNTING!

10301. NOTICE: All titles/names/appellations of corporate Government juridical constructs, and branches, departments, agencies, bureaus, offices, sub-whatever's, and the like thereof, include any and all derivatives and variations in the spelling of said titles/names/appellations.

10302. NOTICE: Any and all attempts at providing the requested and necessary Proof of Claims raised herein above; and, requesting the additional ten (10) Calendar days in which to provide same; and, to address any and all questions and concerns to the Undersigned in regards to the Stated Copyright and waiver herein expressed, in any manner other than that provided for herein will be deemed non-responsive.

The Undersigned extends to the Respondent(s) the Undersigned's appreciations and thanks for Respondent's(s) prompt attention, response, production of above Proof(s) of Claim and assistance in this/these matter(s). This presentment is not to be construed as an acceptance and/or application and/or subscription and/or request for license, admittance to any jurisdiction quasi-or otherwise. But shall remain as a direct objection to any and all claims to the contrary.

Sincerely,
Without Recourse



Marlon A. Pena

Contract # 2019-4421568259170-M02852261- A5178R582© is secured and reserved with all rights retained, Private Property no trespass permitted or allowed under common law restrictions and prohibitions.

EXHIBIT B

EXHIBIT C



FAQs > (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

Track Another Package +

Tracking Number: 9505512165479238190147

Remove X

Your item was delivered in or at the mailbox at 8:58 am on August 28, 2019 in COLLINGSWOOD, NJ 08108.

Delivered

August 28, 2019 at 8:58 am
Delivered, In/At Mailbox
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EXHIBIT D